Arizona Tariff No. 2 1<sup>st</sup> Revised Page 1 Cancels Original Page 1

#### BELLSOUTH LONG DISTANCE, INC.

# RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by BellSouth Long Distance, Inc. for the use of Customers transmitting messages within the State of Arizona.

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc., located at 400 Perimeter Center Terrace, Suite 400, Atlanta, Georgia 30346. (T)

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Effective: December 13, 2002

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#### **CHECK SHEET**

The pages of this tariff as listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	
1	1 <sup>st</sup> Rev.	26	1 <sup>st</sup> Rev.	49.2	1 <sup>st</sup> Rev.	*
2	5 <sup>th</sup> Rev. *	27	1st Rev.	49.3	Original	
3	2 <sup>nd</sup> Rev.	28	1 <sup>st</sup> Rev.	49.4	Original	
4	2 <sup>nd</sup> Rev.	29	1 <sup>st</sup> Rev.	50	Original	
5	Original	30	2 <sup>nd</sup> Rev.			
6	Original	31	2 <sup>nd</sup> Rev.	<b>A</b> 1	Original	
7	1 <sup>st</sup> Rev.	32	1 <sup>st</sup> Rev.	A2	Original	
7.1	Original	33	Original	A3	Original	
8	Original	34	Original	A4	1 <sup>st</sup> Rev.	
9	1 <sup>st</sup> Rev.	35	2 <sup>nd</sup> Rev.	A5	Original	
10	2 <sup>nd</sup> Rev.	36	1 <sup>st</sup> Rev.	A6	Original	
11	1 <sup>st</sup> Rev.	37	Original	A7	1 <sup>st</sup> Rev.	
12	1 <sup>st</sup> Rev.	38	Original	A8	3 <sup>rd</sup> Rev.	*
13	Original	39	Original	A9	2 <sup>nd</sup> Rev.	
14	1 <sup>st</sup> Rev.	40	1 <sup>st</sup> Rev.	A10	1 <sup>st</sup> Rev.	
15	Original	41	2 <sup>nd</sup> Rev.			
16	Original	42	1 <sup>st</sup> Rev.			
17	2 <sup>nd</sup> Rev.	43	1 <sup>st</sup> Rev.			
18	2 <sup>nd</sup> Rev.	44	1 <sup>st</sup> Rev.			
19	1 <sup>st</sup> Rev.	45	1 <sup>st</sup> Rev.			
20	2 <sup>nd</sup> Rev.	46	1 <sup>st</sup> Rev.			
21	Original	47	1 <sup>st</sup> Rev.			
22	1 <sup>st</sup> Rev.	48	1 <sup>st</sup> Rev.			
23	1 <sup>st</sup> Rev.	49	3 <sup>rd</sup> Rev. *			
24	Original	49.1	Original			
25	Original					

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#### TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right comer of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.
- B. Page Revision Numbers Revision numbers also appear in the upper right comer of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1(A) 2.1.1(A)(1)(a) 2.1.1(A)(1)(a)(I) 2.1.1(A)(1)(a)(I)(i) 2.1.1(A)(1)(a)(I)(i)(1)

**D.** Check Sheets • When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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#### EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- **(D)** To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- **(N)** To signify a new rate or regulation.
- **(R)** To signify a reduced rate or charge.
- **(T)** To signify a change or regulation but no change in rate or charge.

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## SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects the Customer's or Authorized User's location to the **(T)** Company's network switching center. Additional Period - The rate element used to bill chargeable time when a call continues beyond the Initial Period. The Additional Period starts when the Initial Period ends. Additional Period rates apply to any fraction of the time period for chargeable time beyond the Initial Period. Additional Periods vary by rate schedule and are specified in each individual rate table contained in later sections of this tariff. Advanced Intelligent Network - An intelligent-network (IN) architecture that includes both IN/1+ and IN/2 (N) (N) concepts. (N) AIN - Advanced Intelligent Network. Authorization Code - A numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes. Authorized User - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff. (N) BellSouth - BellSouth Corporation and its affiliates. (M) (M) (N) BellSouth Long Distance - BellSouth Long Distance, Inc. Billed to Line - A billing arrangement whereby the charges for a call may be billed to a Company account (N) associated with the Customer's business or residential telephone line. The terms and conditions of the (N) Company apply to payment arrangements. BSLD - BellSouth Long Distance, Inc. Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company

Some material originally found on this sheet can now be found on Page 7.1.

whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class

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of service by the local service provider.



## SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS

Calling Card Service - A billing arrangement whereby the charges for a call may be billed to a Company-issued calling card. The terms and conditions of the Company apply to payment arrangements.	(M) (M/T
Carrier - BellSouth Long Distance, Inc.	(M)
Casual Calling - Access to the Company's network and the subsequent use of Service by the Customer through the dialing of a toll-free number or access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to the Company.	(M)     (M)
<b>Collect Billing</b> - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.	(M) (M)

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#### SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

**Commercial Credit Card** • A billing arrangement whereby the originating caller may bill the charges for a call or service to an approved commercial credit card. The terms and conditions of the company issuing the credit card apply to payment arrangements.

**Commission** - The Arizona Corporation Commission.

Company - BellSouth Long Distance, Inc.

**Customer** • A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of Collect-only calling services, the called party is the Customer and is responsible for payment of charges. Customer also includes any natural person or legal entity 1) which resells the services of the Company to end users; or 2) places Casual Calls using the Company's service.

**Dedicated Access** - See Special Access

**Equal Access** • A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

**Initial Period** • The Initial Period is the length of a call for minimum billing purposes. The Initial Periods vary by rate schedule and are specified in each individual rate table contained in other sections of this tariff.

**LATA** • A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

LEC - Local Exchange Carrier.

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#### SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

**LEC Calling Card** • A billing arrangement whereby the originating caller may bill the charges for a call to an approved Local Exchange Carrier-issued LEC Calling Card. The terms and conditions of the Local Exchange Carrier issuing the LEC Calling Card apply to payment arrangements.

**Pay Telephone** - Telephone instruments provided by the Company, Customer or other third party for use by the transient general public. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person-to-Person** • A service whereby the person originating the call specifies through the Company's live or automated operator a particular party or extension to be reached. The party may be an individual person, a particular mobile station, or a particular station, room, department or office through a PBX attendant.

**Premises** - A building or buildings on contiguous property.

Rate Periods • A collective reference to the Day Rate Period, Evening Rate Period, Night/Weekend Rate Period, Peak Rate Period or Off-Peak Rate Period.

**Residential Customer** - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's Service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a residential class of service by the local service provider.

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## SECTION 1.0 - DEFINITION OF TERMS AND ABBREVIATIONS, (CONT'D.)

SECTION 1.0 - DEFINITION OF TERMS AND INDICE TERMS	
SCP - Service Control Point.	(N)
<b>Service Control Point</b> - The local network systems of the National Service Management System (SMS/800) number database. This database provides long distance carriers a single interface for 800 number reservations and record management.	(N)   (N)
<b>Special Access -</b> Where originating or terminating access between the Customer and the Company is provided on dedicated circuits. A method of reaching the Company's Services whereby the Customer is connected directly to the Company's access point without utilizing the services of the local switched network.	
<b>Station to Station -</b> A service whereby the person originating the call uses the assistance of a live or mechanized operator to place a call to a particular destination number. This category does not include calls placed on a Person-to-Person basis.	
<b>Switched Access</b> - Where access between the Customer and the Company is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the Company.	
<b>Telecommunications Device for the Deaf (TDD)</b> - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired end users to communicate with each other and with non-hearing impaired individuals.	
<b>Third Party</b> - A billing arrangement whereby the charges for a call may be billed to a telephone number that is different than the calling numbers and the called number. The terms and conditions of the third party's Local Exchange Carrier apply to payment arrangements.	
<b>Travel Card</b> - A proprietary calling card offered by the Company which is accessed by dialing a Company-provided access number.	(N) (N)
<b>Travel Service</b> - A billing arrangement whereby the charges for a call may be billed to a Company-issued Travel Card. The terms and conditions of this tariff apply to payment arrangements.	
Virtual Private Network - An Advanced Intelligent Network (AIN) that offers customers their own private company network.	(N) (N)
VPN - Virtual Private Network.	(N)

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#### **SECTION 2.0 - REGULATIONS**

#### 2.1 Undertaking of the Company

Service is offered to Customers of the Company for placing calls which originate and terminate within the State of Arizona. The Company provides Calling Card Service and operator services on a Casual Calling basis for voice grade and low speed dial-up data transmission services.

The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

BSLD provides for the installation, operation, and maintenance of the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. BSLD may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the BSLD services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

2.	2	I in	nita	tions	Λn	Ser	vice
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- 2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when the Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by the Customer.
- 2.2.3 Service provided under this tariff is directly controlled by the Company, and the Customer may not transfer or assign the use of Service, except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 The Customer may, where applicable, request the Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of the Customer or other designated entities for payment purposes. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for Service requested and obtained by the Customer, whether invoiced by the Company to the Customer, its affiliates, or other designated entities.
- 2.2.5 Service may not be used for any unlawful purpose.
- 2.2.6 Intrastate Services are provided only in conjunction with interstate Services.

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#### 2.3 Limitations on Liabilities

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### Limitations on Liabilities, (Cont'd.) 2.3

- The Company shall not be liable for any claims for loss or damages involving: 2.3.4
  - Any act or omission of: (a) the Customer, (b) any other entity furnishing service, (A) equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
  - Any delay or failure of performance or equipment due to causes beyond the **(B)** Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars (declared or undeclared), or other civil commotions; acts of terrorism, strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - Any unlawful or unauthorized use of the Company's Services; **(C)**
  - Libel, slander, invasion of privacy or infringement of trademarks, patents, trade **(D)** secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
  - Breach in the privacy or security of communications transmitted over the Company's **(E)** Service:

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#### 2.3 Limitations on Liabilities, (Cont'd.)

#### 2.3.4 (cont'd.)

- (F) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- **(G)** Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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#### 2.3 Limitations on Liabilities, (Cont'd.)

- 2.3.5 The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death or any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- 2.3.6 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.4 Cancellation or Discontinuance of Service by the Company

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff. Travel Card services will not be available in Arizona when the Customer has been cancelled for Service in his/her home state.

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- 2.4.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Travel Cards when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new Travel Cards to replace ones that have been deactivated.
- 2.4.2 For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- 2.4.3 For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- 2.4.4 For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- 2.4.5 For violation of law or this tariff: Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits the Customer from subscribing to, using, or paying for such service.

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- Cancellation or Discontinuance of Service by the Company, (Cont'd.) 2.4
  - For the Company to comply with any order or request of any governmental authority having 2.4.6 jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
  - For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel 2.4.7 Cards and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without notice.
  - The Company may refuse or discontinue service under the following conditions provided that, 2.4.8 unless otherwise stated in this tariff, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:
    - For neglect or refusal to provide reasonable access to the Company or its agents for (A) the purpose of inspection and maintenance of equipment owned by the Company or its agents.
    - Without notice in the event of the Customer or Authorized User use of equipment in **(B)** such a manner as to adversely affect the Company's equipment or service to others.
    - Without notice in the event of tampering with the equipment or services owned by **(C)** the Company or its agents.
    - Without notice in the event of unauthorized or fraudulent use of service. Whenever **(D)** service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

Cance	ellation or Termination of Service by the Customer	(T)
2.5.1	Service shall be canceled by the Company promptly upon receipt of a cancellation request from the Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.	(T) (T)
2.5.2	If the Customer, either on behalf of itself or an Authorized User, orders Service from the Company which requires special construction or facilities for the Customer's or Authorized User's use, and then cancels its order before Service begins, a charge shall be made to the Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of the Customer or Authorized User by the Company.	(T)   (T)

#### 2.6 Restoration of Service

2.5

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.7 Payment and Billing

- 2.7.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:
  - (A) any delegation of authority resulting in the use of the Customer's or its Authorized User's communications equipment and/or network services which result in the placement of calls via the Company;
  - (B) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
  - any calls placed by or through the Customer's or its Authorized User's equipment via any remote access feature(s);
  - (D) any and all calls placed to an "800" or "888" or other toll-free service number provided to the Customer by the Company; or
  - (E) any calls placed by the Customer or Authorized User using a Company-issued travel or calling card as a form of payment. The Customer is also responsible for payment as a result of the Customer's or its Authorized User's intentional or negligent disclosure of access numbers or Authorization Codes provided to the Customer for use with Travel Service, Preferred Travel Service, or any calling card service.
- 2.7.2 Non-recurring charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and/or actual usage as defined in this tariff.
- 2.7.3 Service is provided and billed by the Company on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.

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#### 2.7 Payment and Billing, (Cont'd.)

- 2.7.4 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.
- 2.7.5 Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.6 When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- 2.7.7 In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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- 2.7 Payment and Billing, (Cont'd.)
  - 2.7.8 The Company may demand immediate payment under the following circumstances:
    - (A) Where Service is terminated or abandoned.
    - (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
    - (C) Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.
  - 2.7.9 A charge of \$20.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.
  - **2.7.10** The security of Authorization Codes used by the Customer or its Authorized Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by the Customer or its Authorized Users shall be billed to the Customer and must be paid by the Customer.
  - 2.7.11 If notice from the Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.
  - 2.7.12 The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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#### 2.8 Deposits

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

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#### 2.9 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

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#### 2.10 Taxes

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

Unless otherwise specified in this tariff, any such taxes and fees are in addition to rates as quoted in this tariff and are included as separate line items on the Customer's bill.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.11 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by the Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of the Customer or its Authorized User, except as otherwise provided. The Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.12 Interconnection

Service furnished by the Company to the Customer or its Authorized Users may be connected with the services or facilities of other carriers. The Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.13 Inspection, Testing and Adjustment

- 2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of the Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company by the Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.
- 2.13.3 The Company shall not be liable to the Customer or its Authorized Users for any damages for **(T)** Service interruption pursuant to this section. Neither the Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this section when the **(T)** interruption of Service is less than two (2) hours.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.14 Interruption of Service

- 2.14.1 The Customer shall be given a credit allowance for any interruption of Service which is not due to (a) the Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of the Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by the Customer or its Authorized Users.
- 2.14.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by action or omission of the Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by the Customer or Authorized User and connected to the Company's Services.
- 2.14.3 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 2.14.4 The Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

Credit = 
$$\underline{\underline{A}} \times \underline{B}$$

"A" = Outage time in hours

"B" = Total monthly fixed, non-usage sensitive charge for affected facility.

2.14.5 For usage rated toll services, credits will be limited to, at maximum, the price of the Initial Period for the individual call that was interrupted plus any applicable per call service charges or surcharges required to reconnect the caller.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.15 Trade Names, Trademarks, Service Marks and Registered Marks

Neither the Customer nor the Company shall use the other's trade names, trademarks or service marks ("Marks") without the prior written approval of the other party. Neither shall they display or use the other's Marks, nor permit the same to be displayed or used by third parties. Nothing in this tariff creates in a party rights in the Marks of the other.

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#### **SECTION 2.0 - REGULATIONS, (CONT'D.)**

#### 2.16 Adjustment to Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the tariff.

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#### 2.16.1 Pay Telephone Surcharge

An undiscountable surcharge of \$0.25 shall apply to each call utilizing the Company's services which originate from an instrument which the Company identifies as a domestic Pay Telephone. Services for which a Pay Telephone Surcharge applies include, but are not limited to:

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(A) Calls placed using the Company's Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.

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(B) Calls placed using Preferred Travel Service. Surcharges will be charged to the billed party based on the billing method chosen by the party placing the call.

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#### **SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE**

#### 3.1 Service Descriptions

- 3.1.1 The Company provides telecommunications Services between locations within the State of Arizona as specified in Section 2.1 of this tariff. The Company's Service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2 Presubscribed Service is offered from locations served with equal access end offices.
- 3.1.3 Intrastate service is offered only as an add-on to interstate service.

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3.1.4 The Company's Service is available twenty-four hours per day, seven days a week.

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#### SECTION 3.0 • GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- **3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- **3.2.3** Unless otherwise specified in this tariff, the Initial Period for billing purposes is one (1) minute.
- 3.2.4 Unless otherwise specified in this tariff, Additional Period billing for usage after the Initial Period is in full one (1) minute increments.
- 3.2.5 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.
- **3.2.6** Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 3.2.7 Calls will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

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#### SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.3 Rate Periods

3.3.1 Unless otherwise specified in this tariff, the appropriate rates apply for Day, Evening and Night/Weekend calls based on the following chart.

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to 5:00 PM*		Daytime Period					
5:00 PM to 11:00 PM*		Ev		Eve.			
11:00 PM to 8:00 AM*		Night/	_				

<sup>\* •</sup> to but not including

3.3.2 Unless otherwise specified in this tariff, the appropriate rates apply for Peak and Off-Peak calls based on the following chart.

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM to 5:00 PM*		Peak Period					
5:00 PM to 8:00 AM*	Off-Peak Period						

<sup>\* -</sup> to but not including

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New Year's Day



#### SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.3 Rate Periods, (Cont'd.)

3.3.3 Unless otherwise specified, for services subject to holiday discounts, the Evening or Off-Peak rate will apply to the holidays listed below unless a lower rate normally applies or unless otherwise specified in this tariff

January 1

Tion Tour b Day	bulluar j		
Martin Luther King Day	Nationally	Recognized	Day
President's Day	Nationally	Recognized	Day
Memorial Day	Nationally	Recognized	Day
Independence Day	July 4		
Labor Day	Nationally	Recognized	Day
Columbus Day	Nationally	Recognized	Day
Veteran's Day	Nationally	Recognized	Day
Thanksgiving Day	Nationally	Recognized	Day
Christmas Day	December	25	

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#### SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.4 Calculation of Distance

For mileage sensitive services, the distance between originating and terminating points of a call or private line facility are determined using vertical ("V") and horizontal ("H") coordinates for the serving wire center(s) or the Company access point(s) associated with the call or facility. For purposes of determining the airline mileage of a call the Company references the V and H coordinates as found in Telcordia's V&H Tape and NECA FCC Tariff No. 4. The use of coordinates for wire centers versus access points and the method for calculating actual distances varies based on the type of service and the form of access used to reach the Company network.

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For non-switched private line services, mileage measurements are based on the distance in airline miles between the Company access points associated with each end of the circuit. Distance measurements are determined using the mileage calculation method shown in Section 3.4.1.

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For outbound and inbound switched long distance services utilizing Switched Access Origination, mileage measurements are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and terminating points. Distance measurements are determined using the mileage calculation method shown in Section 3.4.2.

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For outbound switched long distance services utilizing Special Access Origination, mileage measurements are based on the distance in airline miles between the Company access point associated with the station utilizing Dedicated Access Lines and the serving wire center associated with the called station. Distance measurements are determined using the mileage calculation method shown in Section 3.4.2.

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For inbound switched long distance services utilizing Special Access Termination, mileage measurements are based on the distance in airline miles between the serving wire center associated with the calling station and the Company access point associated with the station utilizing Dedicated Access Lines. Distance measurements are determined using the mileage calculation method shown in Section 3.4.2.

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# SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

# 3.4 Calculation of Distance, (Cont'd.)

# 3.4.1 Calculation Method for Private Line Services

The following steps describe the procedure for calculating mileage distances for private line services:

Step 1: Obtain the "V" and "H" coordinates for the Company access points serving

the originating and terminating locations.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference

between the "H" coordinates. The difference is always obtained by

subtracting the smaller coordinate from the larger coordinate.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the

next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to

the next higher whole number if any fraction is obtained. This is the

distance between the wire centers and/or access points.

Formula:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$
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#### SECTION 3.0 • GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.4 Calculation of Distance, (Cont'd.)

#### 3.4.2 Calculation Method for Switched Services

The following steps describe the procedure for calculating mileage distances for switched long distance services:

- Step 1: Obtain the V and H coordinates for each rate center.
- Step 2: Obtain the difference between the V coordinates of the two rate centers.

  Obtain the difference between the H coordinates. The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- **Step 3:** Divide each of the differences obtained in 2. by three, rounding each quotient to the nearer integer.
- **Step 4:** Square these two integers and add the two squares. If the **sum** of the squares is greater than 1777, divide the integers obtained in 3. by three and repeat step 4. Repeat this process until the sum of the squares obtained in 4. is less than 1778.
- Step 5: The number of successive divisions by three in steps 3. and 4. determines the value of N. Multiply the final sum of the two squares obtained in step 4. by the multiplier specified in the following table for the value of N preceding.

N	Multiplier	Minimum Rate Mileage
1	0.9	
2	8.1	41
3	72.9	121
4	656.1	361
5	5904.9	1081
6	53144.1	3241

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#### SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.4 Calculation of Distance, (Cont'd.)

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### 3.4.2 Calculation Method for Switched Services, (cont'd.)

**Step 6:** Obtain square root of product in 5. and with any resulting fraction, round up to next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in 5.

preceding, the minimum rate mileage corresponding to the N value is

applicable.

**Example:** Calculate distance from Phoenix City, Alabama and Atlanta, Georgia.

		V	H
(1)	Atlanta	7260	2083
	Phoenix City	7559	2047
(2)	Difference between Vs & Hs	299	36
(3)	Dividing each difference by three & rounding to n and 12.	earer integer eq	uals 100
(4)	Squaring integers & adding	100x 100=	1000
,		12 x <b>12</b> =	<u>264</u>
	Sum of squared integers		10264
(5)	Sum of integers is greater than 1777, so divide interpeat (4).	gers in(3) by thr	ree &
(6)	Dividing integers in(3) by three & rounding equals	33 and 4.	
(7)	Squaring integers and adding,	33 x33=	1089
		$4 \times 4 =$	<u>16</u>
	Sum of squared integers		1105

The sum of the squared integers is less than 1778 and was obtained after two

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successive divisions by three, therefore, N = 2.

#### SECTION 3.0 • GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

- 3.4 Calculation of Distance, (Cont'd.)
  - 3.4.2 Calculation Method for Switched Services, (cont'd.)

#### Example, (continued)

(9) Multiply final sum of squared integers by factor 8.1 (corresponding to N-2).

1105

<u>x 8.1</u> 8950.5

(10) Square root of 8950.5-94 and a fraction which is rounded up to 95 miles (fractional miles being considered full miles). The 95 miles is larger than the minimum of 4 1 rate miles applicable when N-2, so the message rate mileage is 95 miles.

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#### SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.5 One Plus Services

The Company does not offer presubscribed one plus services at this time.

#### 3.6 Calling Card Service

Calling Card Service is provided to Customers for originating calls when away from the home or office by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed on the Customer's normal monthly long distance bill.

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# SECTION 3.0 - GENERAL DESCRIPTION OF SERVICE, (CONT'D.)

#### 3.7 Directory Assistance

Directory Assistance is available to Customers of the Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. In order to obtain two (2) requests, the Customer must make the request upon reaching a live operator. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. When more than one Directory Assistance bureau handles requests for listings within the same area code, two listings will be provided only when the listing information is accessible to the Directory Assistance Operator that handles the request.

#### 3.8 Travel Service

Travel Service is provided to Customers for originating calls when away from the home or office by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed to the method of payment indicated by the customer.

#### 3.9 Preferred Travel Service

Preferred Travel Service is provided to Customers who have chosen the Company as their preferred carrier of choice for originating calls when away from the home or office by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed to the method of payment indicated by the customer.

#### 3.10 Call Completion Service<sup>1</sup>

The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

Available where facilities permit.

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#### SECTION 4.0 - RATES AND CHARGES

#### 4.1 General

Customers are billed based on their usage of BSLD's services. Rates may vary by service type, time of day, day of week, distance, and calling volume. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers are charged individually for each call placed through the Company. Call duration is determined as described in Section 3 of this tariff. For distance or time of day sensitive offerings, charges are determined based on mileage calculations and applicable rate periods found in Sections 3 unless otherwise specified in this tariff.

Section 4 contains the maximum rates charged by the Company. Current rates and charges are found in Attachment A following.

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4.2	Residential Message	Te	lecommunications	Service	e
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The Company does not offer presubscribed one plus service to Residential Customers at this time.

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4.3	Business	Message	Te	lecommunications	Serv	ice
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The Company does not offer presubscribed one plus service to Business Customers at this time.

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#### 4.4 Calling Card Service

Calling Card Service is provided to Residential and Business Customers for originating calls when away from the home or office by dialing a Company-provided toll-free access code or number, entering the destination number and entering the Customer's Authorization Code. Calls are billed on the Customer's normal monthly long distance bill. Calling Card Service includes a per call charge in addition to per minute usage charges, depending on the type of call. Customers may enter all necessary information for billing purposes or utilize the assistance of an operator. With operator assistance, Customers may place calls on a Station-to-Station or Person-to-Person basis. Time of day and holiday discounts do not apply.

4.4.1	Initial Billing Increment:	One Minute
4.4.2	Each Additional Billing Increment:	One Minute
4.4.3	Recurring Charges:	\$0.00
4.4.4	Non-Recurring Charges:	\$0.00
4.4.5	Minimum Monthly Commitment:	None
4.4.6	Term Plan Available:	No
4.4.7	Intrastate Usage Rates:	\$0.33 per minute
4.4.8	Maximum Intrastate Per Call Service Charges:	No

One of the following per call service charges applies to each Calling Card Service call placed using the Company's services. Per call charges vary by type of call and level of operator assistance requested by the customer.

Customer Dialed Station-to-Station	\$0.85
Operator Assisted Station-to-Station	\$0.85
Operator Assisted Person-to-Person	\$4.75

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#### 4.5 Residential Operator Services

The Company does not provide operator services to Residential Customers at this time.

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#### 4.6 Business Operator Services

The Company does not provide operator services to Business Customers at this time.

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#### 4.7 Casual Calling Operator Service

Casual Calling Operator Service is provided to Residential and Business Customers for originating calls when away from the home or office. Customers reach a Company operator by dialing a Company-provided toll-free access code or number. Time of day and holiday discounts do not apply.

4.7.1	Initial Billing Increment:	One Minute
4.7.2	Each Additional Billing Increment:	One Minute
4.7.3	Recurring Charges:	\$0.00
4.7.4	Non-Recurring Charges:	\$0.00
4.7.5	Minimum Monthly Commitment:	None
4.7.6	Term Plan Available:	No
4.7.7	Maximum Intrastate Usage Rates	\$0.33 per minute
4.7.8	Maximum Intrastate per Call Service Charges	

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's services. Per call charges vary by type of call and type of billing method selected by the customer.

	LEC Calling Card	Comm. Credit Card	Billed Collect	Bill to 3rd Party
Station-to-Station				
Fully Automated	\$0.85'	\$1.90'	\$2.65	NIA
Operator Assisted	\$0.85	\$1.90	\$2.65	\$2.65'
Operator Dialed	\$0.85	\$1.90	\$2.65	\$2.65
Person-to-Person				
Operator Assisted	\$4.75	\$4.75	\$4.75	\$4.75
Operator Dialed	\$4.75	\$4.75	\$4.75	\$4.75

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Indicates per call charges applicable to calls placed using Directory Assistance Call Completion as specified in Section 4.9.2 of this tariff. Charge varies based on billing method (LEC Calling Card, Commercial Credit Card, 3rd Party) selected by the Customer.



#### 4.8 Directory Assistance Services

#### 4.8.1 Directory Assistance

Directory Assistance is available to Customers who utilize the Company's Travel Service or Preferred Travel Service. Customers must dial a toll-free access number or code to reach the Company's Directory Assistance Bureau. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Current rates and charges are found in Attachment A following.

#### Maximum Per Intrastate Call to Directory Assistance:

Billed to Travel Card	\$2.00	
Billed to Preferred Travel Card	\$2.00	(T)
Billed to LEC Calling	\$1.20	
Billed to 3rd Party	\$1.20	

#### 4.8.2 Directory Assistance Call Completion

The Company Directory Assistance operator will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

Directory Assistance Call Completion is available for use with Station to Station calls billed to a Travel Card, LEC Calling Card, or Third Party. Directory Assistance Call Completion may not be used in conjunction with Collect or Person to Person calls. Current rates and charges are found in Attachment A following.

#### **Maximum Per Directory Assistance Call Completion:**

Billed to Travel Card	\$1.50	
Billed to Preferred Travel Card	\$1.50	
Billed to LEC Calling	\$0.85	(T)
Billed to 3rd Party	\$0.85	,

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### SECTION 4.0 - MAXIMUM RATES AND CHARGES, (CONT'D.)

## 4.9 Travel Service, (Cont'd.)

#### 4.9.8 Maximum Intrastate Per Call Service Charges:

One of the following per call service charges applies to each Travel Service call placed using the Company's services. Per call charges vary by type of call and level of operator assistance requested by the customer.

	Company	LEC		Bill to
	Travel	Calling	Billed	$3^{rd}$
	Card	Card	Collect	Party
Station-to-Station				
Fully Automated	\$8.00 <sup>1</sup>	\$8.001	\$10.00	N/A
Operator Assisted	\$8.00	\$8.00	\$10.00	\$10.00 <sup>1</sup>
Operator Dialed	\$8.00	\$8.00	\$10.00	\$10.00
Person-to-Person				
Operator Assisted	\$15.00	\$15.00	\$15.00	\$15.00
Operator Dialed	\$15.00	\$15.00	\$15.00	\$15.00

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Indicates per call charges applicable to calls placed using Directory Assistance Call Completion as specified in Section 4.8.2 of this tariff. Charge varies based on billing method (Travel Card, LEC Calling Card, 3rd Party) selected by the Customer.



#### SECTION 5.0 - PROMOTIONS AND OPTIONAL CALLING PLANS

#### 5.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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#### ATTACHMENT A - CURRENT RATES AND CHARGES

#### A.1 General

The following rates and charges are the current rates and charges for Service.

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$\mathbf{A.2}$	<b>Residential</b>	Message	<b>Telecouxnunications</b>	Service
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The Company does not offer presubscribed one plus service to Residential Customers at this time.

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### A.3 Business Message Telecommunications Service

The Company does not offer presubscribed one plus service to Business Customers at this time.

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### A.4 Calling Card Service

1)	Initial Billing Increment:	One Minute
2)	Each Additional Billing Increment:	One Minute
3)	Recurring Charges:	\$0.00
<b>4</b> )	Non-Recurring charges:	\$0.00
5)	Minimum Monthly Commitment:	None
6)	Term Plan Available:	No
7)	Current Intrastate Usage Charges:	\$0.28 per minute
8)	Current Intrastate Per Call Service Charges:	
	Customer Dialed Station-to-Station	\$0.35'
	Operator Assisted Station-to-Station	\$0.35
	Operator Assisted Person-to-Person	\$4.25

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A.5	Residential	Operator	Services
A.3	Kesidendai	Operator	Sel vices

The Company does not provide operator services to Residential Customers at this time.

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#### A.6 Business Operator Services

The Company does not provide operator services to Business Customers at this time.

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#### A.1 Casual Calling Operator Service

<b>(1)</b>	Initial Billing Increment:	One Minute
(2)	Each Additional Billing Increment:	One Minute
(3)	Recurring Charges:	\$0.00
<b>(4)</b>	Non-Recurring charges:	\$0.00
<b>(5)</b>	Minimum Monthly Commitment:	None
(6)	Term Plan Available:	No
<b>(7)</b>	Intrastate Usage Charges:	\$0.28 per minute

(8) Intrastate Per Call Service Charges:

One of the following per call service charges applies to each live or automated operator assisted call placed using the Company's services. Per call charges vary by type of call and type of billing method selected by the customer.

	LEC Calling Card	Comm. Credit Card	Billed Collect	Bill to 3rd Party
Station-to-Station				
Fully Automated	\$0.35'	\$1.40'	\$2.15	N/A
Operator Assisted	\$0.35	\$1.40	\$2.15	\$2.15'
Operator Dialed	\$0.35	\$1.40	\$2.15	\$2.15
Person-to-Person				
Operator Assisted	\$4.25	\$4.25	\$4.25	\$4.25
Operator Dialed	\$4.25	\$4.25	\$4.25	\$4.25

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Indicates per call charges applicable to calls placed using Directory Assistance Call Completion as specified in Section 4.9.2 of this tariff. Charge varies based on billing method (LEC Calling Card, Commercial Credit Card, 3rd Party) selected by the Customer.

### A.8 Directory Assistance Services

### (1) Per Intrastate Call to Directory Assistance:

Billed to Travel Card	\$1.20	
Billed to Preferred Travel Card	\$1.20	(T)
Billed to LEC Calling	\$1.20	(1)
Billed to 3rd Party	\$1.20	

### (2) Per Directory Assistance Call Completion:

Billed to Travel Card	\$0.45	
Billed to Preferred Travel Card	\$0.45	
Billed to LEC Calling	\$0.45	(T)
Billed to 3rd Party	\$0.45	

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### A.9 Travel Service

(1)	Initial Billing Increment:	One Minute
(2)	Each Additional Billing Increment:	One Minute
(3)	Recurring Charges:	\$0.00
(4)	Non-Recurring Charges:	\$0.00
(5)	Minimum Monthly Commitment:	None
(6)	Term Plan Available:	No
(7)	Intrastate Usage Rates:	\$0.28 per minute
(8)	Intrastate Per Call Service Charges:	

One of the following per call service charges applies to each Travel Service call placed using the Company's services. Per call charges vary by type of call and level of operator assistance requested by the customer.

	Company Travel Card	LEC Calling Card	Comm. Credit Card	Billed Collect	Bill to 3 <sup>rd</sup> Party
Station-to-Station					
Fully Automated	\$0.55 <sup>1</sup> ( <b>I</b> )	\$0.55 <sup>1</sup> ( <b>I</b> )	\$1.35 <sup>1</sup> ( <b>R</b> )	\$2.05 <b>(R)</b>	N/A
Operator Assisted	\$0.55 (I)	\$0.55 (I)	\$1.35 <b>(R)</b>	\$2.05 (R)	\$2.05 <sup>1</sup> ( <b>R</b> )
Operator Dialed	\$0.55 (I)	\$0.55 <b>(I)</b>	\$1.35 (R)	\$2.05 (R)	\$2.05 <b>(R)</b>
Person-to-Person					
Operator Assisted	\$4.05 (R)	\$4.05 (R)	\$4.05 <b>(R)</b>	\$4.05 <b>(R)</b>	\$4.05 (R)
Operator Dialed	\$4.05 (R)	\$4.05 <b>(R)</b>	\$4.05 <b>(R)</b>	\$4.05 <b>(R)</b>	\$4.05 <b>(R)</b>

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Indicates per call charges applicable to calls placed using Directory Assistance Call Completion as specified in Section A.8.2 of this tariff. Charge varies based on billing method (Travel Card, LEC Calling Card, Commercial Credit Card, 3rd Party) selected by the Customer.



#### **Preferred Travel Service** A.10

(1)	Initial Billing Increment:	One Minute
(2)	Each Additional Billing Increment:	One Minute
(3)	Recurring Charges:	\$0.00
(4)	Non-Recurring Charges:	\$0.00
(5)	Minimum Monthly Commitment:	None
(6)	Term Plan Available:	No
(7)	Intrastate Usage Rates:	\$0.28 per minute
(8)	Intrastate Per Call Service Charges:	

One of the following per call service charges applies to each Preferred Travel Service call placed using the Company's services. Per call charges vary by type of call and level of operator assistance requested by the customer.

Bill to **Preferred** 3rd Billed **Travel** Party Collect Card Station-to-Station N/A  $\$0.00^{1}$ \$2.05 (R) Fully Automated \$2.15<sup>1</sup> (R) \$2.05 (R) \$0.55 (I) Operator Assisted \$2.15 (R) \$2.05 (R) \$0.55 (I) Operator Dialed Person-to-Person \$4.05 (R) \$4.05 (R) \$4.05 (R) Operator Assisted \$4.05 (R) \$4.05 (R) \$4.05 (R) Operator Dialed

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Indicates per call charges applicable to calls placed using Directory Assistance Call Completion as specified in Section A.8.2 of this tariff. Charge varies based on billing method (Preferred Travel Card, 3rd Party) selected by the Customer.